

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 17, 24, & 30				1. REQUISITION NUMBER <u>PR10854275</u>	PAGE 2 OF 41	
2. CONTRACT NO.	3. AWARD/EFFECTIVE	4. ORDER NUMBER	5. SOLICITATION NUMBER <u>19BC4022Q0011</u>	6. SOLICITATION ISSUE DATE <u>June 13, 2022</u>		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Leonard Thebe – Contracting Officer		b. TELEPHONE NUMBER (No collect calls) +267-373-2356	8. OFFER DUE DATE/LOCAL TIME <u>June 30, 2022 10:00 AM</u>		
9. ISSUED BY American Embassy, P O Box 90 Gaborone Botswana	CODE <input type="text"/>	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. <input type="text"/>	13a. THIS CONTRACT IS A RATED ORDER 13b. RATING				
15. DELIVER TO: GSO - Procurement American Embassy Government Enclave Embassy Drive Gaborone, Botswana	Code <input type="text"/>	16. Administered by:				
17.a. CONTRACTOR/OFFEROR CODE <input type="text"/> FACILITY CODE TELEPHONE NO:	18a. PAYMENT WILL BE MADE BY					
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNI	23. UNIT PRICE	24. AMOUNT	
1	Preventive maintenance services for Residential Standby Generators. (Use Reverse and/or Attach Additional Sheets as Necessary)				BWP	
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: RFP. _____ OFFER DATE _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

P O Box 90
Gaborone, Botswana

Date: July 14, 2022

Dear Prospective Quoter:

Subject: Request for Quotations number 19BC4022Q0011 - Preventive maintenance services

Enclosed is a Request for Quotations (RFQ) for Preventive maintenance services for Residential Standby Generators. If you would like to submit quotation, follow the requirement as stated on this solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 1449 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The USA Embassy in Gaborone intends to conduct a pre-quotation conference or site visit at some selected site with these types of equipment, The pre-proposal conference or site visit will be held on August 4, 2022, at 10:00 AM through email: gaboropnegsprocurement@state.gov

All interested and highly qualified resourced vendors are invited to submit one (1) full name of their representative for security clearance on or before Monday, August 1, 2022, at 10:00 AM. Any name received after this date and will not be accepted. Prospective offerors/quoters should contact the Contracting Office using the above email address or phone +267-3732356 during regular working hours for additional information if any.

Quotations are due by Monday August 15, 2022, at 12:00 noon. No quotations will be accepted after this date and time.

Your quotation must be submitted in a sealed envelope marked "Quotation Enclosed for the Residential Standby Generators Servicing. The Electronic proposal submittal is the first preferred method and if not possible for one reason or the other please use the sealed envelope delivery method.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Pricing Schedule for the years as stated in the solicitation plus the five-year summery portion that will generate the grand total to be transferred to the SF-1449 cover form.

6. Proof of SAM Registration with an Entity Identification Code

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,

Leonard Thebe
Contracting Officer

Exhibit A - - STATEMENT OF WORK

LOW VOLTAGE DIESEL STANDBY RESIDENCIAL GENERATORS

1. GENERAL INFORMATION:

The United States Embassy in GABORONE requires professional services and contractor cost proposals to perform Planned Maintenance and Inspection services of its residential facilities Low Voltage Diesel Standby Generator systems.

2. PROJECT REQUIREMENTS:

The Contractor shall perform planned maintenance and inspections as described in this Statement of Work (SOW). The intent of this SOW is to ensure the entire standby generator systems for this facility are maintained according to manufacturer's recommendations and to ensure the readiness and proper operation of the system.

3. DESCRIPTION OF EQUIPMENT *:

**Please see attachment at the end of this sheet for more details*

4. GENERAL REQUIREMENTS:

The contractor shall provide the labor and materials required to carry out regularly planned maintenance and inspections as outlined in this SOW.

[Note: the intent is for the contractor to supply labor, fluids, filters and items that can be anticipated on a schedule such as coolant and batteries. Repairs or replacement parts should be separately priced. There should be a plan and oversight to avoid unnecessary maintenance/charges or not replacing items such as hoses when necessary.]

- A. The Contractor shall inventory, supply and replace maintenance service items (e.g., filters, and fluids).
 - a. Only fluids and parts which meet or exceed manufacturer's specifications shall be used.
 - b. All fluids shall be delivered in original sealed containers.
 - c. Contractor shall supply the parts required in performance of maintenance included in this SOW. (eg. Rocker cover gaskets when performing valve lash, thermostats when performing coolant change)
- B. The Contractor shall maintain a supply of expendable and common parts so that these are readily available for normal maintenance to include: ***hoses, belts, oil, chemicals, coolant, filters, generator starting batteries, grease, sealant, thermostats, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), MSDS, cleaning material and oil spill containment kits.***
- C. **Exclusion.** This contract does **NOT** include repair of equipment and replacement of hardware (e.g. bearings, pistons, piston rings, crankshaft, and gears) except as indicated in additions and equipment list. **Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance.** The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from

other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.

- a. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

D. Checklist Approval

- a. The Contractor shall submit to the COR a schedule and description of planned maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.
- E. It is the responsibility of the Contractor to perform all manufacturers recommended planned maintenance as well as planned maintenance recommended by the manufacturer technical manuals for standby operations of the respective equipment.
 - a. This does not include major maintenance, planned overhauls, injector replacements.

F. PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

- a. The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

G. SAFETY & SPECIAL INSTRUCTIONS:

- a. Use appropriate personal protective equipment (PPE) when performing work
 - b. Check all work areas, tools, and equipment to ensure unsafe conditions are eliminated or guarded against.
 - c. Follow site safety procedures.
 - d. Schedule maintenance with operating personnel and affected offices (security).
 - e. Follow approved lockout/tag out procedures.
 - f. Review and follow the manufacturer's instructions.
 - g. Record results in the equipment history log.
 - h. Remove lockout/tag out in accordance with appropriate procedures.
 - i. Report all incidents and near miss incidents to COR and assist as requested in the investigation and corrective action.
- H. Disposal of used oil, fuel, battery and other toxic substances. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.

- I. Chemical analysis: The Contractor is responsible for conducting laboratory analysis for **coolant, fuel and oil samples**. All charges for such analysis is payable by the Contractor and a report stating the test results shall be submitted to the COR.
- J. Load Bank: The Contractor is responsible for exercising the generator using an appropriately sized load bank. If prior permission is obtained building load may be used. The diesel units shall be run at **80%** of the rated capacity for a **minimum of 1-hour**. Then followed by **100%** rated capacity for the last **10-minutes**. All charges for such testing is payable by the Contractor and a report (with observations) shall be submitted to the COR. Refer to maintenance section on Run Unit – With load.
 - a. The Government **will not** provide load banks for generator testing.
- K. The offeror shall address its plan to obtain all commercial licenses and permits required by local law. If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- L. Provide a copy of Original Equipment Manufacturer (OEM) (eg. CAT, MTU, KOHLER, Cummins) authorized certificate or equivalent to carry out the necessary level of requested repair/planned maintenance service on post Generators.
- M. The offeror's strategic plan for generator maintenance services to include but not limited to:
 - a. A work plan taking into account all work elements in the Performance Work Statement.
 - b. Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use, how and when the items will be obtained.
 - c. Identify and submit the list of parts and materials required for Quarterly, Semi-Annual and Annual maintenance service for all Generators.
 - d. Provide a statement that laboratory analysis report will be provided for oil and coolant samples collected.
 - e. Provide a statement that manifest or proof of disposal will be provided for toxic / hazardous substance wastes collected.
 - f. Plan of ensuring quality of services including but not limited to contract administration and oversight;
- i. If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or ii. a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
 - g. List of spare parts and suppliers of spare parts for generator and proposals shall include a description of the firm's ability to obtain replacement parts and ability to perform specialized tests/diagnostic/programming equipment for doing the planned maintenance.
- N. The contractor shall provide emergency assistance for generator support, priced at an hourly rate, within **24 hours** of being contacted by the COR.

O. DELIVERABLES

- a. The following items shall be delivered under this contract:

Description	QTY	Delivery Date	Deliver to
Names, biographic data, police clearance on Contractor personnel	1	5 days after contract award	COR
Certificate of Insurance	1	10 days after contract award	CO
Certification of disposal of toxic chemicals by local authorities	1	After each oil change service	COR
Checklist signed by Contractor's employee	1	After completion of each maintenance service	COR & powersupport@state.gov
Laboratory report for chemical analysis	1	30 days after completion of each oil change service	COR & powersupport@state.gov
PMI/service Report	1	After completion of each service	COR & powersupport@state.gov
Invoice	1	After completion of each maintenance service	COR

5. SCOPE OF WORK - - GENERATOR PLANNED MAINTENANCE AND INSPECTION

The contractor shall provide all materials, supervision, labor, tools, and equipment to perform planned maintenance and inspections. All personnel working in the vicinity shall wear and /or use appropriate safety protection while work is performed. Any questions or injuries **shall** be brought to the attention of the Post COR and Occupation Safety and Health Officer (POSHO). Material Safety Data Sheets (MSDS) shall be provided by the contractor for all HAZMAT materials. Copies will be provided to the COR for approval.

The systems and components to be maintained include diesel generator prime mover, AC alternator, fuel, cooling, ventilation and lubrication systems, start and transfer systems, as well as control and monitoring systems. The attached equipment list provides details.

1. The contractor shall provide the COR with a list of necessary parts and materials.
 - a. **Only fluids and parts which meet or exceed manufacturer's specifications for the particular equipment shall be used.**
 - b. **All fluids shall be delivered in original sealed containers.**

If any discrepancies are found with the generator systems that are not covered under this scope of work, the contractor shall provide the following:

1. Detailed report noting the discrepancy found.
2. Bill of Materials (BOM) to include component name, quantity, part #, and price for any repair material required and material lead time.
3. Price quote for repair labor.

At a minimum, the following work shall be completed:

Planned Maintenance and Inspection Interval Schedule

A. Quarterly and/or Semi-annual PMI Schedule:

1. Conduct visual inspection around generator.
 - Check for evidence of leaks, damage, loose or missing hardware.
 - Inspect engine and generator wiring harness for wear and damage.
 - Inspect supports and spring isolators for soundness and stability.
 - Inspect system for corrosion.
 - Hoses and Clamps – Inspect and replace if needed.
 - Belts – Inspect and adjust/replace if needed.
 - Inspect all fuel, oil, and water piping for secure mounting and leaks.
 - Inspect exhaust piping and muffler insulation.
 - Check / service air cleaner
2. Batteries.
 - Battery charger – Inspect operation and clean.
 - Battery electrolyte level and specific gravity – Check and adjust. Add distilled water as needed.
 - Perform battery load/condition test.
 - Clean battery terminals and lugs (apply grease on terminal connections).
3. Fluids and Filters.
 - Cooling System Coolant Level - Check and adjust.
 - Coolant conditioner (DCA/SCA) / Antifreeze protection – Check and adjust to specs.
 - Jacket Water Heater - Check proper operation.
 - Water pump - Check
 - Engine Oil Level - Check and add if needed.
 - Fuel/water separators – Drain water.
 - Engine Air Cleaner Service Indicator – Check, replace filter if needed.
4. Generator Room.
 - Fuels – Inspect and treat fuel if needed, check fuel level, drain/remove water and sediment.
 - ◆ Test fuel for degradation, water and microbial contamination.
 - ◆ Test autofill system, return to tank and alarms. ◆ Check tank vents & overflow piping for obstructions ◆ Test alarms and or pumps in secondary containment.
 - ◆ Check hoses, piping and connections

[NOTE: Diesel fuel in day tanks stored under normal moderate environmental conditions should be useable for 12 months or more at 20°C (68°F) and 6-12 months at 30°C (85°F). Storage life is shortened by:

- *Water which permits the growth of fungus and bacteria.*
- *Exposure to temperatures greater than 30°C (85°F).*
- *Contact with zinc or copper.*
- *Poor original fuel quality.*
- *Exposure to dirt and other contaminants.]* • Space Heater/Room exhaust fan(s) - Check for proper operation.
- Air intake/exhaust – Ensure nothing obstructs airflow; louvers are free and operate properly.

5. Control Panel/generator cabinet.

- Open all cabinets; remove panel covers to clean/inspect.
- Clean dust and vacuum all the controls, meters, switching mechanism components, interior buswork, remote start control panel, annunciator, disconnect breaker and connecting lugs. Inspect/Check buswork and supporting hardware for cracks, corrosion, or any type of deterioration.
- Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration. Secure and/or protect wiring and cables as required.
- Check the cabinet interior for loose hardware – tighten connections. • Electrical Connections - Check tightness
- Clean and remove dust from panels.

6. Automatic Transfer Switch (ATS).

- Inspect seals.
- Note date of last control battery change if applicable. (Replace if 2 years or older).
- Check for hot spots using non-contact temp gun or IR camera.
- Inspect/Check bus work and supporting hardware for carbon tracking, cracks, corrosion, or any type of deterioration.
- Check all control wiring and power cables (especially wiring between or near hinged door) for sign of wear and deterioration.
- Check for evidence of overheating contacts.
- Exercise the ATS.
 - ◆ Prior to performing operation, confirm with the COR.
 - ◆ This test shall consist of an electronic operation of the switch from the normal source 1 position to the alternate source 2 position and a return to normal.
 - ◆ Check ATS operation, calibrate and record time delays if necessary. Observe and record retransfer/cool down time.
 - ◆ *[NOTE: The primary objective of this “test” is actually to exercise the moving mechanical parts of the ATS which will seize if left in one position without regular operation.]*

7. Engine Control Module (ECM)

- Plug in OEM computer/diagnostic hardware if applicable.
- Review fault history.
- Download status report or similar depending on manufacturer to be submitted with report.
- *[Note: most modern engines utilize electronic controls which require proprietary OEM software to access parameters, replace controls boards and perform diagnostic tests. i.e. CAT ET, Cummins InPower.]*

8. Run unit – No load.

- Run the generator with no load for 10 minutes.
 - ◆ Remote Start Panel-Inspect and test operation.
 - ◆ Check the generator for unusual conditions, such as: excessive vibration, leaks, smoke.
 - ◆ Verify all meters, gauges and indicators are normal and functioning properly.

9. Run Unit – With load. Start unit and run under load for 1 hour.

- Unit should be run under facility load if COR authorizes to test and exercise entire system.

- If facility load is not permissible or is not a minimum of 50% of rated capacity or if wet stacking is prevalent, the unit shall be exercised with a load bank to a minimum 80% capacity for 1 hour followed by 100% capacity for the final 10 minutes.

[NOTE(s):

- *The only way to ensure your system functions and is available in the event of an outage is to perform a real load test with the facility.*
- *Continual low or no load running results in low pressures in the engine cylinders which do not allow the piston rings to seat resulting in oil entering the combustion chamber and exhaust tract. This is commonly referred to as “wet stacking” and can cause reduced capacity, equipment damage and premature failure.*
- *Loading of the generator will ensure proper performance of cooling and ventilation systems and that unit can run for extended periods under load without overheating.*
- *Performing a load bank test in addition to the facility load will also exercise and verify operation of load bank.*

- ***Contractor has to bring in cables needed to connect the load bank.***
- Automatic Start/Stop – Inspect.
- Check louvers, shutters and room exhaust fans for proper operation.
- Generator Set Vibration – Inspect.
- Read and record all key performance indicators from gauges/meters/ECM.
- Record load readings – Voltage, amps, % of load, frequency, power factor.
- Record Alternator bearing temperatures.
- Check exhaust for excessive black or white smoke.
- Check turbocharger for vibrations or any abnormal noise during operation.
- Check generator bearing for noise and overheating.
- Check exhaust manifold, flexible exhaust, muffler, and piping for leaks and secure mountings.
- Check Crankcase breather/Blow By
- Check / service air filter
- Check fuel filter restriction if applicable. Replace filters if required.

i. [Note: if concerned with fuel quality, contractor should replace fuel filters and water separators].

10. Additional.

- Ensure system is left in proper position for automatic start and transfer.
- Clean generator and generator room. Wash radiator if necessary.
- Annotate date, hours and maintenance in Generator log, complete maintenance checklist and deficiency report and brief COR. • Perform any additional maintenance tasks as recommended in the manufacturer's operation and maintenance manuals.

[NOTE: contractor should make note of these before finalizing contract.]

- Submit Service Inspection and Test Report to COR and email electronic copies to powersupport@state.gov

B. Annual PMI Schedule:

1. Conduct quarterly / semi- annual PMI service
2. Engine Air Cleaner Elements – Replace.
3. Engine Crankcase Breather – Clean.
4. Engine Oil Sample - Obtain and perform analysis. Submit report to COR.
5. Engine Oil and Filter(s) – Replace.
6. Annotate date and hours on all filters when replaced.
7. Fuel Filters and Water Separators – Replace.
 - a. To include filters to day tanks if applicable.
 - b. Clean any fuel screens if applicable.
8. Obtain fuel sample at day tank and Auxiliary tank for analysis.
9. Radiator – Clean (follow manufacturer's recommendation).
10. Intake louvers and ducts – Inspect
11. Cooling System Coolant Sample - Test
12. Cooling System Supplemental Coolant Additive (SCA) – Test - Add if applicable.
13. Coolant filter – Change if applicable
14. Crankshaft Vibration Damper - Inspect
15. Engine Protective Devices - Check

16. Turbocharger – Inspect/Check
17. Clean and lubricate fuel pump linkages if applicable.
18. Fan bearing – Inspect/Grease.
19. Engine Control Module (ECM)
 - a. Download status report or similar depending on manufacturer to be submitted with report.
 - b. Test unit safety shutdowns.
 - c. Provide post an electronic copy of ECM program file.
20. Check injector pump and injectors for flow rate pressure
21. AC Alternator – Inspect. Check for moisture, dust, oil, grease, and debris on main stator windings, exciter. Check commutator & slip rings, rotor & stator, bearings, bearing lubrication, voltage regulator. Measure & record resistance readings of windings with insulation tester (Megger). Clean as needed.
22. Check Rotating Rectifier
23. Inspect / Check Varistor
24. Automatic Transfer Switch (ATS).
 - a. Clean and vacuum all the controls, meters, switching mechanism components, interior bus work, Remote Start control panel, Annunciator and connecting lugs of the ATS.
 - b. Check the cabinet interior for loose hardware – tighten connections.
 - c. **Do not perform on live ATS. Outage is necessary and prior COR approval required.**

C. Additional maintenance required per manufacturers recommendations and service interval:

1. Generator bearing – Inspect/Grease as recommended by manufacturer's maintenance schedule.
2. Engine Generator Batteries – Replace if 3 years old. *[NOTE: indicate age of current batteries on equipment sheet for planning purposes and proper quotation]*
3. Cooling System Coolant – Flush system and replace per manufacturer's maintenance schedule with coolant per manufacturers specifications.
 - Every 3 years since last change.
 - Every 6 years for Extended life coolant
 - ◆ When performing coolant change; flush engine and replace engine thermostats.
 - ◆ Replace hoses if necessary.

[NOTE: Indicate age of coolant on equipment sheet for planning purposes and proper quotation. If this hasn't been done or age is unknown – this needs to be performed at contractor's first service]

4. Engine Valve Lash/injector height - Inspect/Adjust per manufacturer's maintenance schedule. Replace rocker cover gaskets and torque to proper specs.

[NOTE: typically, manufacturers require an initial valve lash to be performed.]

- *This may occur at 250hrs or up to 1500hrs depending upon manufacturer and model number.*
- *Many manufacturers and models require this to be done annually or according to a schedule based on run time. This needs to occur at first service if this has not been done and according to manufacturer's requirements thereafter.*
- *Indicate date and hrs on equipment list for planning and proper quotation]*

D. Additional:

- The contractor shall supply to post at the start of this contract: (*include additional items below if needed*)
 - 1 set of engine belts per unit to be kept onsite.
 - Provide labor to replace belts as needed during regular scheduled service as needed based on inspection.
 - 1 set of fuel filters and water separators per unit to be kept onsite. This is in addition to items supplied at annual service.

Equipment List: (each generator is provided with a matching ATS & day tank)

Item	Address	Generator Model	J33	G33	J44	J66	J88
1	3069 PRESIDENTS DR	J33	1				
2	16840 OMAWENENO RD	J44			1		
3	284 NORTH RING RD	J33	1				
4	4971 MARATADIBA RD	J33	1				
5	31302 KGALAGADI WAY (Shared)	J66				1	
6	3072 PRESIDENTS DR	J66				1	
7	3135 DIKGAFELA CL (Shared)	J66				1	
8	2497-2 NORTH RING RD (Shared)	J88					1
9	3067 PRESIDENTs DR	equiv. J88					1
10	5556 THOKOLO CL	J33	1				
11	3064 MARAKANELO WAY	J44			1		
12	4846 INDEPENDENCE	J44			1		
13	5138 Maratadiba Rd	J33	1				
14	16406 NOSOP CRESCENT	J33	1				
15	24104 SEBOWANE ROAD	J44			1		
16	24187 SOBATHE RD	J33	1				
17	5272 KWEGBE ROAD	G33		1			
18	16440 OMAWENENO RD	J33	1				
19	16839 Nosop Close	J44			1		
20	42999 ELEPHANT ROAD	J33	1				
21	3124-B DIKGAFELA RD (Shared)	J66				1	

22	2523 SOBUZA RD	J33	1					
23	18522 ZUTSHWE RD	J33	1					
24	2900 BASIN ROAD	J33	1					
25	16734 THEKWANI ROAD	G33		1				
26	13044 TAPOLOGO ESTATE	J33	1					
27	38805 G6 Libati Way	G33		1				
28	4845 LAGOS CL	J44			1			
29	16735 GARAMOTLHOSE RD	J33	1					
30	2843 TSHEKEDI CRESENT	88 KVA						1
31	74539 PRESIDENT DRIVE	60 KVA				1		
32	74540 PRESIDENT DRIVE	60 KVA					1	
33	54464 CHOBÉ RD	J44			1			
34	2593 Elephant Road	J33	1					
35	5274 Boteti Road	J33	1					
36	3085 President Drive	J33	1					
Totals G/Total			17	3	7	6	3	
							36	

Ten of the above generators are equipped with 1000Liter self-supporting Auxiliary Fuel Tank to be included in the PMI contract.

Contractor's Pricing Schedule- Base Year

1	2	3	4	5	6	7	8	9	10
				Annual Maintenance Activities including Reporting					
Item	Generator Model	kVA Rating	Quantity	Rate (P)	Visits per year	Sub-Total (P) =[5x6]	Total (P) =[4x7]	VAT Amount(P) =[8x14%]	Overall Cost (P) =[8+9]
1	J33	33	17		1				
2	J44	44	7		1				
3	J66	66	6		1				
4	J88	88	2		1				
5	G33	33	3		1				
6	Cummins	88	1		1				
								Total (P)	

Contractor's Pricing Schedule- Option Year One

1	2	3	4	5	6	7	8	9	10
				Annual Maintenance Activities including Reporting					
Item	Generator Model	kVA Rating	Quantity	Rate (P)	Visits per year	Sub-Total (P) =[5x6]	Total (P) =[4x7]	VAT Amount(P) =[8x14%]	Overall Cost (P) =[8+9]
1	J33	33	17		1				
2	J44	44	7		1				
3	J66	66	6		1				
4	J88	88	2		1				
5	G33	33	3		1				
6	Cummins	88	1		1				
								Total (P)	

Contractor's Pricing Schedule- Option Year Two

1	2	3	4	5	6	7	8	9	10
Annual Maintenance Activities including Reporting									
Item	Generator Model	kVA Rating	Quantity	Rate (P)	Visits per year	Sub-Total (P) =[5x6]	Total (P) =[4x7]	VAT Amount(P) =[8x14%]	Overall Cost (P) =[8+9]
1	J33	33	17		1				
2	J44	44	7		1				
3	J66	66	6		1				
4	J88	88	2		1				
5	G33	33	3		1				
6	Cummins	88	1		1				
								Total (P)	

Contractor's Pricing Schedule- Option Year Three

1	2	3	4	5	6	7	8	9	10
				Annual Maintenance Activities including Reporting					
Item	Generator Model	kVA Rating	Quantity	Rate (P)	Visits per year	Sub-Total (P) =[5x6]	Total (P) =[4x7]	VAT Amount(P) =[8x14%]	Overall Cost (P) =[8+9]
1	J33	33	17		1				
2	J44	44	7		1				
3	J66	66	6		1				
4	J88	88	2		1				
5	G33	33	3		1				
6	Cummins	88	1		1				
								Total (P)	

Contractor's Pricing Schedule- Option Year 4

1	2	3	4	5	6	7	8	9	10
				Annual Maintenance Activities including Reporting					
Item	Generator Model	kVA Rating	Quantity	Rate (P)	Visits per year	Sub-Total (P) =[5x6]	Total (P) =[4x7]	VAT Amount(P) =[8x14%]	Overall Cost (P) =[8+9]
1	J33	33	17		1				
2	J44	44	7		1				
3	J66	66	6		1				
4	J88	88	2		1				
5	G33	33	3		1				
6	Cummins	88	1		1				
								Total (P)	

Summary Total Yearly Prices With All Option Years (VAT Inclusive)	Total
Base Year	BWP
Option Year 1	BWP
Option Year 2	BWP
Option Year 3	BWP
Option Year 4	BWP
Grand Totals	BWP

END OF STATEMENT OF WORK

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-1449, Block 27A)

Instructions for 52.212-5

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

X (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

X (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

 (5) [Reserved].

X (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

 (10) [Reserved].

 (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021 2020) ([15 U.S.C. 657a](#)).

 (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

 (13) [Reserved]

 (14)

 (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

 (ii) Alternate I (MAR 2020) of [52.219-6](#). (15)

 (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

 (ii) Alternate I (MAR 2020) of [52.219-7](#).

 (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

- (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (JUN 2020) of [52.219-9](#)

- (18)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
— (ii) Alternate I (MAR 2020) of [52.219-13](#).
— (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637\(a\)\(14\)](#)).
 (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
— (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
— (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
— (ii) Alternate I (MAR 2020) of [52.219-28](#).
— (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
— (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
— (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
— (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
 (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
 (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
 (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
 (30)
- (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
— (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
— (ii) Alternate I (JUL 2014) of [52.222-35](#).
 (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
— (ii) Alternate I (JUL 2014) of [52.222-36](#).
— (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)

- (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 __ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
X (36) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
 __ (37)

- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 __ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
 __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
 __ (40)

- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
__ (ii) Alternate I (OCT 2015) of [52.223-13](#). __ (41)
(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 __ (ii) Alternate I (Jun2014) of [52.223-14](#).
 __ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
 __ (43)

- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 __ (ii) Alternate I (JUN 2014) of [52.223-16](#).
 __ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
 __ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
 __ (47)

- (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
 __ (ii) Alternate I (JAN 2017) of [52.224-3](#).
 __ (48) [52.225-1](#), Buy American-Supplies (JAN2021) ([41 U.S.C. chapter 83](#)).
 __ (49)

- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act

(JAN 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. (ii)

Alternate I (JAN 2021) of [52.225-3](#).

 (iii) Alternate II (JAN 2021) of [52.225-3](#).

 (iv) Alternate III (JAN 2021) of [52.225-3](#).

 (50) [52.225-5](#), Trade Agreements ([OCT 2019](#)) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

 (51) [52.225-13](#), Restrictions on Certain Foreign Purchases ([FEB 2021](#)) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

 (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

 (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

 (55) [52.229-12](#), Tax on Certain Foreign Procurements ([FEB 2021](#)).

X (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items ([FEB 2002](#))

([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

 (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management ([Oct 2018](#)) ([31 U.S.C. 3332](#)).

X (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

 (60) [52.232-36](#), Payment by Third Party ([MAY 2014](#)) ([31 U.S.C. 3332](#)).

X (61) [52.239-1](#), Privacy or Security Safeguards ([AUG 1996](#)) ([5 U.S.C. 552a](#)).

 (62) [52.242-5](#), Payments to Small Business Subcontractors ([JAN 2017](#)) ([15 U.S.C. 637\(d\)\(13\)](#)).

 (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels ([FEB 2006](#)) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

 (ii) Alternate I ([APR 2003](#)) of [52.247-64](#).

 (iii) Alternate II ([FEB 2006](#)) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) [52.222-41](#), Service Contract Labor Standards ([AUG 2018](#)) ([41 U.S.C. chapter67](#)).

 (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires ([MAY 2014](#)) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

X (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

 (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

 (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

X (7) [52.222-55](#), Minimum Wages Under Executive Order 14026 ([JAN 2022](#)).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 ([JAN 2022](#)) (E.O. 13706).

 (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) (*41 U.S.C. chapter 67*).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) (*22 U.S.C. chapter 78* and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) (*22 U.S.C. chapter 78 and E.O. 13627*).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (*41 U.S.C. chapter 67*).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (MAY 2014) (*41 U.S.C. chapter 67*).

(xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) (*5 U.S.C. 552a*).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; *10 U.S.C. 2302 Note*).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (*42 U.S.C. 1792*). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (*46 U.S.C. 55305* and *10 U.S.C. 2631*). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate *I* (FEB 2000). As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate *II* (JAN 2022) . As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States , an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor 's or any subcontractors' records that pertain to, and involve transactions relating to, this contract ; and
- (ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).
- (C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts

that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(J) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(L) (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

— (2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

- (O) [52.222-54](#), Employment Eligibility Verification (Nov 2021) (Executive Order 12989).
- (P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (R) (1) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).

(2) Alternate I (JAN 2017) of [52.224-3](#).

(S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue. (f) Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](#) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](#) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL ITEMS (JAN 2022)

The following FAR clause(s) is/are provided in full text:

52.216-18 Ordering (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ (insert dates).

- (b) All delivery orders or tsk orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when –
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or
 - (3) If sent electronically, the Government either –
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor’s email address.

- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor
 - (1) Any order for a single item in excess of \$5,000.00;
 - (2) Any order for a combination of items in excess of \$10,000.00 or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

*Applies to temporary additional services.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

*Applies to temporary additional services.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.
(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or five (5) years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clause(s) is/are provided in full text:

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

- (a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
- (b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .
(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e) The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

FMC
USA Embassy Gaborone
P O Box 90
Gaborone, Botswana

Email: GAB-invoicemail@state.gov (preferred method)

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;

- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

- (1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
- (2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
- (3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation plus all local observed holidays.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable

item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.
(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is Embassy Facilities Maintenance Supervisor (End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
 - (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)